

# AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

2010 EDITION, VERSION 1.0, Part A of two parts

(THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS  
ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.)

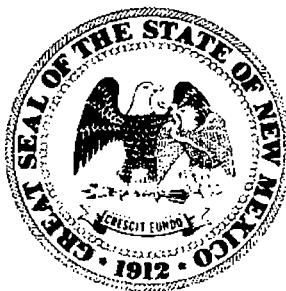
Project (short title): **Architect/Engineer Services to the  
Department of Public Safety District 7 Building**

Contract No: **15-350-0050-0011**

Location: Espanola, New Mexico

Project No: A121274, A131237

Building No: 17-164-000007, 17-164-000008



**Distribution to:**

- ☐ Owner
- ☐ Design Professional
- ☐ DFA Contracts
- ☐ Administrative Services
- ☐ Other

This Agreement entered into this 3rd day of February, 2015,  
by and between:

George Morgan (Director)  
Facilities Management Division (FMD)  
General Services Department  
PO Box 6850  
Santa Fe, New Mexico 87502  
TELEPHONE: (505) 827-2141  
FAX: (505) 827-2181

Doug Majewski, AIA, NCARB  
The Hartman + Majewski Design Group  
120 Vassar Dr. SE Suite 100  
Albuquerque, NM 87106  
TELEPHONE: (505) 242-6880  
FAX: (505) 242-6881

Hereinafter "Design Professional."

Hereinafter "Owner"; and

OTHER: Professional and technical services shall be provided by the Design Professional, through the individual Project Design Professional, The Hartman + Majewski Design Group, whose New Mexico Design Professional's seal and certificate number is 1656.

The User Agency is the New Mexico Department of Public Safety; the User Representative is Calvin Steckler, (505) 469-0391.

## RECITALS

WHEREAS, the Design Professional was selected pursuant to the Architect, Engineer, Landscape Architect, and Surveyor Selection Committee pursuant to Sections 13-1-120 through 13-1-124 NMSA 1978; and

WHEREAS, the Owner is authorized to enter into a contract to design and construct the Project pursuant to Sections 15-3B-4(10), 15-3B-6, and 15-3B-17 NMSA 1978; and

WHEREAS, the Owner must hire a registered Design Professional of New Mexico whenever any public work involves architectural services, pursuant to Section 61-15-9 (A), NMSA 1978, or engineering and surveying services, pursuant to Section 61-23-26, NMSA 1978; and

WHEREAS, the Design Professional hereby represents that it employs the named Project Design Professional, and that such Project Design Professional is a registered Design Professional of New Mexico; and

WHEREAS, the Owner agrees to hire the Design Professional, and the Design Professional agrees to provide professional and technical services as required hereinafter for the Project in accordance with the terms and conditions set forth in this Agreement.

## PROJECT

**EXTENT OF AGREEMENT AND SCOPE OF WORK.** This Agreement includes the provisions of the **Request for Proposals for Design Professional Services, Architect/Engineer Services to the Department of Public Safety District 7 Building Espanola, NM; RFP Number: 14-350-0050-5504**, the Design Professional's proposal, and all documents attached thereto and all of which are hereby incorporated by reference as a part of this Agreement as if fully set forth herein. In case of conflict, the documents supersede each other in accordance with the following hierarchy: codes and applicable law, the body of this Agreement, and attachments to this Agreement.

The scope of work shall include, but not be limited to the basic services prescribed in Article 2 (Part B of Agreement) and:

### **GENERAL OPERATIONAL DESCRIPTION**

The DPS District 7 State Police Building in Espanola provides basic support facilities for Espanola, Taos and Chama areas. The DPS District 7 Building operates 24 hours a day, 7 days a week on a continuous basis.

This new building will include space for, but not limited to, the following operations:

1. Main Lobby
2. General Services to the Public (to include male and female restrooms)
3. Captain Office
4. Lieutenant Office
5. Sergeant Office
6. Patrol Officer Stations
7. Receptionist Area
8. Investigations Bureau
9. Staff Restrooms (male and female)

10. Administrative Support Area
11. Shower Areas/Locker Rooms/Locker Space
12. Temporary Holding Space for Evidence
13. Secure Outdoor Parking Space for Police Vehicles and Staff Vehicles
14. Public Parking (to include handicap parking)
15. Interview Rooms
16. IT Server Room
17. Conference/Training Room
18. Storage Rooms
19. Ammunition/Weapons Room
20. Sally Port
21. Booking Area
22. Holding Cells (male and female)
23. Restrooms (male and female)
24. Break Room/Vending
25. Equipment Storage Room
26. Mechanical/Janitorial Area
27. File/Records Storage
28. E911 Dispatch Call Center – 4 consoles with flexibility to add more
29. Support Offices
30. Video Surveillance (interior and exterior) and Access Control
31. Vehicle Inspection/Evidence Bay and Vehicle Holding Area
32. Site Lighting
- 33. Maintenance Garage (Additive Alternate)**

### **BASIC SERVICES**

Services to be provided during each phase listed shall include all consulting services required by the Design Professional to provide the professional architectural and engineering services incidental to the design and construction of the Project.

The Design Professional shall promote a multi-disciplinary, integrated approach to design and construction that offers space utilization and space flexibility.

The Design Professional shall be experienced in the design and construction of police facilities.

### **MEETINGS**

The Design Professional shall be in attendance at, record minutes of and distribute meeting minutes of all meetings required throughout all phases of the project. Meeting minutes to all stakeholders as directed by the FMD Project Manager shall be completed within four (4) calendar days. Consultants shall attend each meeting as appropriate or as requested by the FMD Project Manager.

### **MONTHLY PROGRESS REPORTS**

The Design Professional shall submit monthly progress reports of design/construction activities to the FMD Project Manager. Reports shall include:

- A. Activities completed and items pending since last report.
- B. Projected progress.
- C. Comparison of schedule to actual progress.
- D. Decisions or information required.

### **FURNISHINGS AND EQUIPMENT**

The Design Professional shall provide furniture plans and layouts and provide cost estimate of all moveable furniture and equipment. Dimension furniture plans shall incorporate and coordinate the requirements for electrical, communications and data based on use and equipment, as well as the location of HVAC control devices and access panels.

### **COMMUNICATIONS**

- A. TELECOMMUNICATIONS:** A list (by manufacturer and model number) of special equipment (other than 110 volt, 60HZ, requiring less than 10 amps) that requires utility services, including but not limited to, telecommunication equipment such as data transmission and computer lines that shall be designated by Department of Information Technology (DoIT), Infrastructure Voice Radio (IVR) shall be requested by the Design Professional.
- B. RADIO COMMUNICATIONS:** The Radio Communications Tower and associated equipment will remain on the site, undisturbed.
- C. E911 DISPATCH CALL CENTERS:** Currently, there are three (3) consoles with the flexibility to add one or more additional consoles.

### **SURVEYS**

The following surveys may be required:

- A.** Boundary and topographic survey
- B.** Geotechnical survey
- C.** Environment survey
- D.** Traffic survey
- E.** SWPPP of the site to assist in meeting all permit, land use, design and construction needs
- F.** Utility
- G.** Fire
- H.** Flood plain and drainage management
- I.** Hazardous waste analysis to include asbestos
- J.** Other, as necessary

If the Design Professional does not believe one or more of the above mentioned surveys will be required for the project, a written notification of such shall be provided.

### **ENGINEERING**

The Design Professional shall, during the Schematic Design Phase, submit to the Owner a statement of need and extent of civil engineering required for the project to protect new and existing structures on or around the site from adverse conditions.

Complete civil engineering plans for on-site and off-site private and public utilities.

Coordinate plans with the project's A/E team consisting of an Electrical Engineer, Mechanical Engineer, Structural Engineer, Acoustical Engineer, Landscape Architect and an IT/Instrumentation and Controls Engineer. A certified Fire Protection Engineer either as part of its own team or specifically named access to such a person outside of firm. Such capability will be mandatory in both the design review process and sign-off on final drawings.

### **COMMISSIONING**

This project will be commissioned. A third party commissioning authority will be contracted by FMD early in the programming phase to assist in the development of the Owner's Project

Requirements (OPR) through the 11 month warranty inspection. This Commissioning will include, but not limited to, electrical distribution, building envelope, HVAC and special systems.

### **APPLICATION OF PROFESSIONAL SEALS**

Final technical reports and all bidding documents shall contain a legible seal, signature, date and license expiration date of the design professional.

### **TECHNICAL OR REQUIRED SERVICES**

#### **A. PRE-DESIGN: PROGRAMMING**

1. Establish goals, collect facts, identify concepts, analyze site(s) and determine functional needs necessary to complete the Project.
2. Prepare a document that adequately defines the scope of the Project. This document shall reflect the limits of the MACC and provide an estimated duration of Project Construction Schedule.
3. Review all available documents regarding previous studies and proposals and make recommendations for improvement. Through previous work experience in designing police facilities, encourage enhanced design, operational cost savings and space utilization with flexibility will be a component of the required work. Current relevant summary.
4. Describe known systems or subsystems necessary to and/or providing support to the facility.
5. Review current space usage and accommodations. Recommend improvements and/or prepare a revised program to accommodate business flow to support state patrol, state dispatch center, investigation bureau, administrative support and other state agencies as required.
6. Prepare a more detailed project schedule from the preliminary project schedule required for this RFP that identifies the necessary estimated schedule during the design process. Estimate the time required to accomplish each task including those associated with design review. Must be MS Project compatible.
7. Prepare a risk analysis of potential issues that could affect the project schedule and the project budget. The Design Professional shall assist in developing strategies to mitigate these risks. The risk assessment shall be updated throughout the design and construction phases.
8. Participate in a meeting with the FMD Project Manager and possibly the User Agency in which project goals and means of implementation are identified and any information he requires which has not been provided by the Owner and/or User Representative or any conflicts between the established program requirements, the MACC and the legislation authorizing the Project. At a minimum, the A/E design team is required. Meeting minutes will be required and distributed no later than four (4) calendar days from this meeting.

#### **DELIVERABLES FOR PRE-DESIGN PROGRAMMING:**

- Program Document
- Detailed Project Schedule
- Risk Analysis/Assessment
- Meeting Minutes and Distribution
- High Level, One Page, of Known Current /Relevant Facility
- Infrastructure Requirements
- Environmental Concerns

#### **B. SCHEMATIC DESIGN**

1. Produce studies consisting of drawings and other documents necessary to illustrate the general planning concepts, probable architectural, engineering and building systems (fire protection system, electrical system, plumbing system, mechanical system, security concepts, operations and maintenance), types of materials, furniture, furnishings, equipment and finishes envisioned

and preliminary alternatives, a breakdown of the budget on current area, volume or other unit costs and the approximate dimensions of the programmed areas.

2. Develop a design to fully understand the police functions and operational spaces of the programmatic and operational requirements of the project will be met.
3. Begin the study of the life cycle analysis addressing for mechanical systems and lighting systems.
4. Required current ICCE Standards to meet existing State energy code measurement and verification will be required.

#### **DELIVERABLES FOR SCHEMATIC DESIGN:**

- Design based on final project.
- Detailed estimate of project cost
- Cost/Benefit of Life Cycle Cost Analyses
- Basis of Design and Narratives Explaining:
  - Results of Schematic Design Charrette (if applicable)
  - Civil Engineering approach, site planning and landscape design
  - Architectural compatibility
  - Construction type, building insulation water and moisture proofing
  - Security concepts
  - Materials and finishes
  - Furniture, furnishings and equipment list
  - Historic preservation concept and solutions, if applicable
  - Expansion potential
  - Building floor efficiency
  - Operations and maintenance goals (interior and exterior)
  - Structural system approach
  - Mechanical system approach for the system approved and recommended from the three (3) concepts (including calculations, energy analysis and life cycle cost analysis)
  - Fire Protection system approach
  - Electrical system approach
  - Plumbing system approach
- Drawings
  - Area Tabulation Diagram with gross square feet shown; plans, sections, elevations of major building facades (showing fenestration, materials, shadows, critical dimensions, important spaces)
  - Code compliance analysis.
- Time Estimate for completion of next phases of work (Design, Construction Documents, Bidding and Construction)
- In bullet form, identify how proposed design features will support performance expectations of the project.

#### **A. DESIGN DEVELOPMENT**

1. The Design Professional shall prepare the Design Development Documents consisting of drawings, outline specifications and other documents to fix and describe the size and character of the entire project as to civil, structural, mechanical, plumbing and electrical systems materials and such other design essentials as may be appropriate.
2. Upon approval of the Schematic Design by all stakeholders, the design development documents shall be completed.

3. Provide all documentation necessary to describe the scope, existing conditions and new system relationships, appearance of the project and all landscape, architectural, structural, mechanical and electrical systems.
4. Develop specifications that identify major materials and systems and establish their effectiveness.
5. Work with FMD and all stakeholders regarding review, changes and approvals on these designs by attending coordinated meetings and preparing meeting minutes.
6. Provide a project cost estimate to assure budgetary compliance needs will be met.
7. Obtain approval from all stakeholders before proceeding with Construction Documents.

**DELIVERABLES FOR DESIGN DEVELOPMENT:**

- Attend design, review and process meetings and distribute meeting notes to attendees.
- Project Cost Estimate including Value Engineering items.
- Basis of Design and Narratives (if not revised from Schematic or Programming Phases, then so state in transmittal letter) explaining:
  - Civil Engineering Approach, Site Planning and Landscape Design
  - Building Design Concept, Construction, Maintenance, Signage
  - Historic Preservation Concept and Solutions , if applicable
  - Structural Approach
  - Mechanical Approach including calculations, energy analysis and lifecycle cost analysis
  - Fire Protection System Approach
  - Electrical System Approach
  - Plumbing System Approach
- Code Analysis
- Design Calculations
- Furniture Layout with dimensions for electrical, data and communications
- Equipment List
- List of submittals required in project specifications
- Recommendations on Special Inspections
- Construction Schedule
- Bid Items

**B. DEMOLITION DOCUMENTS**

Provide separate demolition plans for existing buildings and site facilities to demolished site amenities for permitting prior to full construction documents.

Radio Communications Tower and associated equipment will remain undisturbed.

**DELIVERABLES FOR DEMOLITION DOCUMENTS:**

- Permit ready demolition plans prior to full construction documents
  - Architectural
  - Structural
  - Mechanical
  - Plumbing
  - Fire Protection
  - Electrical
  - Civil
  - Hazardous Materials
  - Historical Docs (if applicable)

### C. CONSTRUCTION DOCUMENTS

1. Prepare the Construction Documents based upon information contained in the Design Development Drawings and other documents previously approved by the Owner. These Construction Documents shall provide the detailed requirements for the successful construction of the entire Project.
2. These documents shall describe in adequate detail all aspects of the construction of the project. Construction Documents must be complete, coordinated between disciplines, biddable, readable and buildable with no room for unreasonable additional interpretation in order to minimize change orders.
3. The Design Professional, shall provide a review and signature-approval block on the front sheet of the drawings and specifications for all:
  - A. User Agency(ies)
  - B. Facilities Management Division Project Manager, Staff Architect and Director
  - C. Utility Companies (as appropriate)
  - D. Design Professional Certification: Project meets as a minimum, current ASHRAE 90.1 Requirements
  - E. Department of Information Technology, IVR (as appropriate)
4. Prepare the Construction Documents, in consultation with the Owner, the necessary bidding or proposal information, bidding or proposal forms and the project manual, which shall include the Conditions of the Contract for Construction (general, supplementary and other conditions of the contract) and the Standard Form of Agreement Between Owner and Contractor. The successful Offer shall incorporate in the Invitation to Bid or Request for Proposal documents the provision of Information Available to Bidders as provided as part of Exhibit G.
5. Construction drawings: in addition to the electronic CAD files, PDF files and related electronic documents, the Design Professional shall provide one full drawing set to the User Representative and one full drawing set to the Owner. Hand-drawn drawings when approved in advance by the Owner, shall be prepared on non-glossy polyester film 3-mil thickness minimum. Standard sheet sizes may be Architectural size 24"x 36" or 30"x42".
6. The Design Professional shall furnish Bidding or RFP documents to the Owner bearing the approval of the following, but not limited to, as applicable:
  - A. Construction Industries Division, Regulation and Licensing Department
  - B. Occupational Health and Safety Bureau, NM Environment Department
  - C. Environmental Protection Division, NM Environment Department
  - D. Health Facility Licensing and Certification Bureau, NM Department of Health
  - E. Enterprise IVR Services Division, Department of Information Technology
7. The Design Professional shall return all original Construction drawings/documents to the Owner upon the Owner's request, but in no case later than when the Construction Documents Phase has been completed.
8. Construction Documents shall be submitted for review at 50% and 95% completion. At the time of submittals, the Design Professional shall submit to the FMD Project Manager a list of issues needing resolution and what information is needed.
9. Provide a 95% cost estimate for review by the FMD Project Manager at the same time of the 95% Construction Document submittal.
10. The Design Professional shall acquire the approval, in writing, of the Owner of all documents, and any and all bids alternates, associated with the Construction Documents Phase before commencing work on the Bidding Phase.
11. Review conference.



**DELIVERABLES FOR CONSTRUCTION DOCUMENTS:**

- Submit review documents at 30% and 60% complete and biweekly progress plan reviews and the commissioning.
- Final cost estimate at 95% complete.
- List of issues that need resolution and what information is needed.
- Civil and Site Planning and Landscape Design
  - Site Layout Plan
  - Grading and Drainage Plan
  - Site Utilities Plan
  - Planting Plan
  - Planting schedule
  - Irrigation Plan
  - Planting construction details
  - Construction phasing (if applicable)
  - Survey of surrounding buildings
  - Potential archeological artifacts
- Architectural
  - Project title sheet, drawing index
  - Floor plans
  - Reflected ceiling plans
  - Building sections
  - Roof plans
  - Exterior elevations
  - Wall sections
  - Interior elevations
  - Details
  - Schedules
- Structural
  - Full set of construction drawings
  - Schedules
  - Structural details
- Mechanical
  - HVAC piping and equipment plans
  - HVAC duct and equipment plans
  - Single line schematic flow and riser diagrams
  - Automatic temperature control diagrams
- Plumbing
  - Piping riser diagrams
  - Floor Plans
  - Riser diagrams for waste and vent lines
  - Riser diagrams for domestic cold and hot water lines
  - Plumbing fixture schedule
- Fire Protection
  - Full set of fire protection construction drawings
  - Typical fire protection details
    - Building construction
    - Life safety
    - Water supply
    - Water based fire extinguishing systems

- Non-water based fire extinguisher systems
- Fire alarm system
- Electrical
  - Floor plans
  - Single line diagrams of primary and secondary power distribution
  - Single line diagram of fire alarm system
  - Single line diagram drawing of telecommunications system
  - Circuit layout of lighting control system
  - Details of under floor distribution system
  - Site plan
  - Layout of electrical equipment spaces
  - Schedules for switch gear, switchboards, motor control centers, panel boards and unit substations
  - Grounding diagram
  - Complete phasing plan (if required) for additions and alterations
  - Security systems site plan
  - Security systems floor plans
  - Storage areas for electrical equipment/spare parts
- Specifications/Drawings
  - Include Historic Preservation specifics, if necessary
- Code Analysis
- Narrative: describing final mechanical system and equipment selection. An updated description of any deviation from the Basis of Design.
- Design Calculations
  - Final drainage, parking, water/sewer and pavement design calculations
  - Final structural calculations (loads, supports for nonstructural elements, steel connections)
  - Final electrical including illuminations, work stations, voltage drop, generator loads, etc.)
- Final detailed Cost Estimate including Value Engineering items (if applicable) and updated Project Schedule.
- Furniture layout with dimensions for electrical, data and communications
- Equipment list
- List of Submittals required in project specifications
- Data and operations manual
- Recommendations on Special Inspections
- Construction schedule
- Bid Items
- Review comments and marked review copies of previous submittal
- A record of agency approvals and signature approval block on front sheet of drawings and specifications
- Return to Owner all Owner provided documents and drawings.

#### **D. BID PHASE**

1. The Design Professional shall submit the final, complete and approved Construction Documents to the FMD Project Manager and shall be responsible for printing the number of sets determined by the Design Team to be necessary.

2. Shall assist the Owner in obtaining bids or proposals and in awarding and preparing contracts for construction. The finalized Invitation to Bid or the Request for Proposal for Construction shall be prepared by the Owner and forwarded to the successful Design Professional.
3. Responsible to attend bid opening, pre-bid meeting and bid opening and contract negotiations with successful General Contractor.

**DELIVERABLES FOR BID PHASE:**

- Submit final revisions of Construction Documents
- Attend pre-bid meeting and bid opening, take meeting minutes and distribute no later than 48 hours from the meeting.
- Record of Questions and Answers during the bidding process.
- Record of Addenda issued and record of owner approval of addenda.
- Record of bid/proposal evaluation with recommendation to award contract (or not).

**E. CONSTRUCTION ADMINISTRATION**

1. The Design Professional shall perform weekly site visits and observe construction to the degree necessary and as required to ensure conformance with the Construction Documents. Results of all on-site observations shall be documented in field reports submitted to the Owner within seven (7) days of each such site visit.
2. The Design Professional shall make all attempts to guard the Owner against defects and deficiencies in the construction, in addition to critical inspections and other reviews and evaluations required by the progress of the Work
3. The Design Professional shall attend and conduct weekly construction meetings and perform on-going A/E tasks such as requests for information, review change order requests, approve contractor payment applications, prepare filed reports, etc. during construction as required implementing the project.
4. The Design Professional shall prepare meeting notes for electronic distribution no later than 48 hours after the meeting to all stakeholders to include the General Contractor. Meeting notes shall contain adequate detail to document the construction progress, action items and decisions made and risk issues that could affect schedule and/or budget.
5. The Design Professional shall respond to Requests for Information requests within 5 days of receipt and provide copy of this information to the Owner within 24 hours from response.
6. Change Orders shall be prepared by the Design Professional and will become not effective or binding on the Owner or Contractor until Owner and others whose signatures are required are affixed and Owner approves.
7. Provide As-Built drawings. Coordination with the Contractor will be required and shall ensure the accuracy of the information received from the Contractor and the Subcontractors regarding the site and building improvements are correct and true and that they understand the requirements.

**DELIVERABLES FOR CONSTRUCTION ADMINISTRATION:**

- Review and approve all project documents from the Contractor and issue additional project information and documentation.
- Respond to Requests for Information (RFIs) within 5 days from receipt and forward information to Owner within 24 hours.
- List of critical inspection points based upon construction schedule furnished by contractor.
- Record of notifications of non-compliant work.
- Weekly field reports.
- Certificates and recommendations for payment

- Responses to Submittals
- Record of Interpretations and Decisions made in the progress of the Work.
- Record As-Built drawings.

#### **F. PROJECT CLOSEOUT**

1. The Design Professional shall submit to Owner recommendation regarding the completion of all contracts.
2. Acknowledge receipt of the contractor's record drawings.
3. Signed receipt for all materials turned over to Owner/User Agency.
4. All closeout documents as per contract.

##### **DELIVERABLES FOR PROJECT CLOSEOUT:**

- Provide an Owner's Maintenance and Operations Manual at project completion containing all building element sources, subcontractor and manufacturer contact information, manufacturer owner's manuals and warranty information.
- Issuance of certificate of substantial completion
- Issuance of a list of remaining work required (punch list)
- Final inspections
- Receipt of transmittal of warranties, affidavits, receipts, releases of waivers of lien or bonds, permits
- Issuance of final certificate for payment.
- Lessons Learned Report from the overall effort.
- Substantial and Final Completion Certificates
- As-Built Drawings/Electronic CAD
- Application for Final Payment
- Energy Performance/Monitoring Report (if applicable)
- Commissioning

#### **G. WARRANTY PHASE**

1. There will be a twelve (12) month warranty period at the end of which will be a Final Warranty Inspection. The Design Professional has responsibility for a report documenting eleven (11) month walk through.
2. Schedule a meeting with the Owner, User Agency and Consultants to evaluate the building and its operations, inspect architectural systems and endeavor to discover defects in materials, equipment and workmanship.
3. Provide a written report of this activity to the Owner and the User Agency within seven (7) calendar days.

##### **DELIVERABLES FOR WARRANTY PHASE:**

- Written report documenting 11 month walk through.

The design and construction of the project shall provide for ease of maintenance and the ability to repair all major installed equipment on the basis set forth in Article 12 (Part B of Agreement), and shall conform to Exhibit D Property Control Division Green Building Standards.

**Maximum Allowable Construction Cost (MACC) shall not exceed:**

**Two million seven hundred twelve thousand seven hundred twenty three dollars (\$2,712,723.00)**

**End of Scope of Work**

# COMPENSATION & SCHEDULE

## PART A OF AGREEMENT

**ALLOWABLE FEES:**

|   |                      |
|---|----------------------|
| On the Basis of a Fixed Fee of 7.2% of MACC (n.i.c. GRT) plus demolition fees | \$195,000.00         |
| Additional Services – Demolition plans & specifications                       | \$10,000.00          |
| Consultant Services (Civil, Structural, MEP, Landscape)                       | Incl.                |
| <b>Total Basic Compensation</b>   | <b>\$205,000.00</b>  |
| Plus all applicable gross receipts taxes @ 7.0000% (Albuquerque)              | \$14,350.00          |
| <b>Total Reimbursables:</b>   | <b>\$86,973.88</b>   |
| <b>(not to be spent without prior written FMD approval)</b>                   |                      |
| Travel & Travel Expenses  | \$52,138.96          |
| Printing  | \$4,280.00           |
| Soil Testing  | \$7,650.50           |
| Site Surveying  | \$13,723.82          |
| SWPPP   | \$3,295.60           |
| Energy and Life Cycle Cost Analysis   | \$5,885.00           |
| <b>Total Contract Sum (Phase, if applicable)</b>                              | <b>\$ 306,323.88</b> |

The Design Professional is authorized to proceed through the completion of the 11 month warranty Phase. The Fee is limited to three hundred and six thousand, three hundred & twenty three dollars and eighty-eight cents (**\$306,323.88**) , until a contract amendment is executed by the Owner. All amounts below include Gross Receipts Tax.

|   |                      |
|---|----------------------|
| Programming 10%   | \$ 20,865.00         |
| Schematic Phase 15%   | \$ 31,297.50         |
| Design Development Phase 20%  | \$ 41,730.00         |
| Construction Documents 25% (plus demolition plans & specifications) | \$ 62,862.50         |
| Bidding or Negotiation 3%   | \$ 6,259.50          |
| Construction Administration 22%                                     | \$ 45,903.00         |
| Close-Out, Final and Acceptance 3%                                  | \$ 6,259.50          |
| 11-Month post Substantial Completion Inspection and Report 2%       | \$ 4,173.00          |
| <b>TOTAL Basic Compensation (100%)</b>                              | <b>\$ 219,350.00</b> |
| <b>Total Reimbursable</b>   | <b>\$ 86,973.88</b>  |
| <b>(not to be spent without prior written FMD approval)</b>         |                      |
| <b>Total Contract Sum (Phase, if applicable)</b>                    | <b>\$ 306,323.88</b> |

The maximum amount to be paid for the duration of this Agreement shall not exceed three hundred and six thousand, three hundred & twenty three dollars and eighty-eight cents (**\$306,323.88**) including, but not limited to, total compensation, reimbursables and gross receipts taxes, as per Article 13 (Part B of Agreement).

# CONDITIONS OR SERVICES

## PART A OF AGREEMENT

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### GENERAL CONDITIONS OF THE AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL 2010 Edition, Version 1.0

**PART B TO THIS AGREEMENT pages 7 through 37 are**  
**FULLY AND INSEPERABLY A PART OF THIS AGREEMENT**

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### OTHER CONDITIONS OR SERVICES

1. **Reimbursables.** (Travel & Travel Expenses, Printing, Soil Testing, Site Surveying, SWPPP, Energy Analysis)
2. **Energy and Life Cycle Cost Analysis.** (Include proposed cost of more extensive LCCA services requested by Owner and exceeding those necessary to provide the basic LCCA described in Article 12 (Part B of Agreement).
3. **Insurance.** (The required coverage is stated in the Agreement. If project funding increases or the potential for liability exposure is more or is less than the limit stated in the Agreement, then specify the limit of professional liability for the project.)

**END OF OTHER CONDITIONS OR SERVICES**

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PROFESSIONAL SERVICES AGREEMENT SIGNATURE PAGE  
PART A OF AGREEMENT

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

General Counsel, GSD

By: [Signature] Date: 1/21/15

AGREED

DESIGN PROFESSIONAL

By: [Signature] Date: 3 DEC 2014

**The Hartman + Majewski  
Design Group  
120 Vassar Drive SE Suite 100  
Albuquerque, NM 87106**

NM Seal and Certificate Number: 1656

NM Tax ID No.: 02-505348-00-5

Federal ID No.: 481043535

TAXATION AND REVENUE DEPARTMENT: The records of the Department reflect that the Design Professional is registered to pay gross receipts and compensating taxes under the above New Mexico Tax ID Number.

By: [Signature] Date: 12/4/14

**USER AGENCY  
New Mexico Department  
Of Public Safety (DPS)  
District 7**

By: [Signature] Date: 1-2-15

APPROVED

**OWNER:  
Facilities Management  
Division (FMD), GSD**

Staff Architect, FMD

By: [Signature] Date: 1-8-15

Director, FMD

By: [Signature] Date: 1/15/2015

Chief Financial Officer, GSD

By: [Signature] Date: 01/21/15

Office of the  
Secretary, GSD

By: [Signature] Date: 1/22/15

Title: \_\_\_\_\_

DEPARTMENT OF FINANCE AND ADMINISTRATION

**Management & Contract  
Review Division**

By: [Signature] Date: 2/3/15